



January 11, 2024

Via Electronic Submission

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

RE: **PRIVATE ATTORNEY GENERAL ACT**
Omar Sarouli v. Coupa Software, Inc.
File No. 262

PAGA Administrator:

Please be informed that Coupa Software, Inc., located at 1855 S. Grant St., San Mateo, CA 94403, has committed and/or caused to be committed Labor Code violations against our client, Omar Sarouli as well as other employees working at Coupa Software, Inc. within the past four years.

Our client worked as a Senior Account Executive for Coupa Software, Inc. from September 6, 2022 to October 6, 2023, and was a full-time, exempt employee doing software sales. Our client was paid a salary and commissions. As a new customer account executive, our client worked exclusively with potential new customers, with the goal of signing on new customers. Our client was paid a commission for sales made to new customers. In addition, there is a separate sales team who works exclusively with existing customers, with the goal of selling add-on services and upgrades. Pursuant to Coupa's commission structure, if a new customer who our client had signed on as a new customer purchased an add-on order within twelve (12) months of signing up, our client would be entitled to additional commissions for the add-on sale.

In and around January 2023, our client closed a deal for a new client, and was paid his owed commissions. In and around May or June 2023, that same new client purchased additional features, and our client was paid his share of the commissions for that add-on order. On or about September 27, 2023, that same client closed its purchase of additional items, for which our client was entitled to commissions of between \$20,000 to \$25,000. Coupa Software, Inc. failed and refused to pay our client any commissions on that sale, despite our client requesting those commissions and despite those commissions being owed.

Coupa Software, Inc. violated Labor Code § 204 because it failed to pay our client and other employees earned commissions all wages due and owing, including commissions, earned by our client on the days designated in advance by Coupa Software, Inc. as its regular paydays. Our client's entitlement to his commissions became fixed on September 27, 2023 and should have

been paid by the next designated pay day of October 6, 2023. Our client has never been paid these commissions.

Coupa Software, Inc. violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned and (5) net wages earned. Our client's paystubs failed to include the accurate amount of the gross and/or net wages earned, because our client's paystub did not include the commissions that were owing as wages.

Coupa Software, Inc. violated Labor Code § 203 because it willfully failed to pay our client and other employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. Our client's employment with Coupa Software, Inc. ended on October 6, 2023, but Coupa Software, Inc. failed and refused to pay all wages earned and due within 72 hours, or ever, upon separation. These earned but unpaid wages include the unpaid commissions described above.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 210, 558, 226.3.

Please take further notice pursuant to Labor Code § 2699.3(c) that, Coupa Software, Inc. violated Labor Code § 226(c) because it failed to comply with our client's written or oral request to inspect or receive a copy of our client's pay records as soon as practicable, but no later than 21 calendar days from the date of the request. Our client made a written request for a copy of our client's records on November 25, 2023, but Coupa Software, Inc. failed to permit the inspection or transmit a copy within 21 calendar days from the date of the request.

Please take further notice pursuant to Labor Code § 2699.3(c) that, Coupa Software, Inc. violated Labor Code § 1198.5(b) because it failed to comply with our client's written request to inspect or receive a copy of our client's personnel records that Coupa Software, Inc. maintains relating to our client's performance or to any grievance concerning our client not later than 30 calendar days from the date of the request. Our client made a written request for a copy of our client's records on November 25, 2023, but Coupa Software, Inc. failed to permit the inspection or transmit a copy within 30 calendar days from the date of the request.

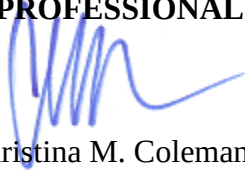
Should your agency chose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all

Attn: PAGA Administrator
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employees who have been subjected to these same Labor Code violations by Coupa Software, Inc..

Very truly yours,

**LAW OFFICES OF CHRISTINA M. COLEMAN
A PROFESSIONAL CORPORATION**



Christina M. Coleman
christina@christinacolemanlaw.com

CMC/*



January 11, 2024

Via Certified Mail-Electronic Delivery Confirmation

[9407 1118 9876 5493 4416 87]

Attn: Ms. Leagh Turner, CEO
Coupa Software, Inc.
1855 S. Grant St.
San Mateo, CA 94403

RE: **PRIVATE ATTORNEY GENERAL ACT**
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Attn: Ms. Leigh Turner, CEO

January 11, 2024

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Please be advised that this office has a lien on the above-entitled case for attorney's fees and costs. As such, you are hereby advised to make all settlement checks payable to Law Offices of Christina M. Coleman APC Client Trust Account. Should you fail to do so, we will separately pursue our attorney's fees and costs.

Attn: Ms. Leagh Turner, CEO

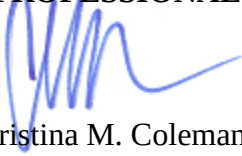
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Please contact our law office should you wish to discuss a settlement for our client's wage and hour claims before the waiting period required by Labor Code §2699.3(a)(2).

Very truly yours,

**LAW OFFICES OF CHRISTINA M. COLEMAN
A PROFESSIONAL CORPORATION**



Christina M. Coleman
christina@christinacolemanlaw.com

CMC/*